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REMARKS

The present response is to the Office Action mailed in the above-referenced case on November 22, 2006. Claims 17-22 and 31-36 are pending in the application. Claim 22 is rejected under 35 U.S.C. 112, first paragraph. Claim 18 is objected to. Claims 17 & 21 are rejected under 35 U.S.C. 103 (a) as being unpatented over Mullaney et al. (US 6,377,575) hereinafter Mullaney. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Mullaney in view of Bock et al. (5,948,119) hereinafter Bock. Claim 19 is rejected under 35 U.S.C. 103(a) as being unpatentable over Mullaney in view of Gindi et al. (US 4,103,336) hereinafter Gindi. Claims 31-33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mullaney in view of Danielsons (US 6,400,415) hereinafter Danielsons. Claims 34-36 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mullaney in view of Danielsons and further in view of Ducaroir et al. (US 6,167,077) hereinafter Ducaroir.

In response applicant herein presents arguments showing the new art of Mullaney fails to teach or suggest applicant's claimed invention. Additionally the 112 rejection of claim 22 is argued by applicant as well as the objection of claim 18. No amendments are made to the claims in the present response.

Regarding the objection of claim 18, the Examiner states; "Claim 18 (dependent on claim 17) is objected to because of the following:

The claim discloses "...the step of transmitting data from data transmitted by the second device:". However, in Claim 17 the data is transmitted from the first device (Claim 17, line 7). The claim rejection below is interpreted as the data is transmitted from the first device. Appropriate correction is required."

Applicant presents part of claim 17 and claim 18 below as an aid to help the Examiner understand the added limitation:

" (Claim 17) ...transmitting data from a first device to a second device, the first device being synchronized, the first device having received from the second device a

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synchronization signal indicating that the second device is synchronized."

(Claim 18) "The method of claim 17, wherein, in the step of transmitting data, the synchronization signal includes at least one of a synchronization request from the synchronized second device and a start-of-packet indicator from data transmitted by the second device."

Applicant points out that claim 18 adds matter to the data transmission step of claim 17 wherein the synchronization signal is from the second device and the second device also transmits data. Notice the claim does not recite "the" data. Therefore, applicant argues dependent claim 18 is adequate as presented and does not require amendment as asserted by the Examiner.

Regarding the 112 rejection of claim 22, the Examiner states; " Claim 22 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

In regards to Claim 22, the claim on line 4 discloses "...received by a device is inconsistent across deserializers of . . . ". The specification does not disclose the control word to be consistent across the deserializers i.e. all the parallel bits to have the same bit value i.e. be all 1's or all 0's."

Applicant argues that the specification clearly states; " As illustrated in FIG. 1, word devices 2 and 4 transfer data to one another on a 64-bit bi-directional link bus 3 preferably running at 125 Mhz. The data is actually transmitted via a set of eight SERDES (serializer/deserializer) device, each of which converts 8 bits of parallel data to a bit- serial form in which data and clock are encoded in a single serial signal that is transmitted across a serial line. Correspondingly the data is received via a set of eight SERDES devices, each of which converts data in bit serial form to 8 bits of parallel data (page 5, lines 5-11)." Applicant's specification further teaches; ".... SERDES devices

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also use Idle characters to maintain byte synchronization and Abort characters to abort a packet. For any of these control characters, the corresponding control word is that control character repeated across each serial line. In FIG. 2, a bad control word denotes a properly formatted control word where the bytes are not identical across each serial line (page 8, lines 4-7)."

Applicant argues that the specification, as shown above clearly teaches that words, i.e. data is sent in bytes and bytes must be identical in order that a bad control word is not recognized, therefore if the words are inconsistent (not consistent or identical) a bad word is recognized. Applicant believes that claim 22 is clearly supported in applicant's specification as shown and argued above, therefore the rejection should be removed.

Regarding the 103(a) rejection of applicant's base claim 17, the Examiner states; "{Interpretation: The reference discloses a synchronization process between two devices wherein the transceiver is interpreted as a first device and the switch is interpreted as a second device. Furthermore, the reset word transmitted from the transceiver is interpreted as a request for synchronization so as to begin the process of (re-) synchronization or re alignment; receiving a request for synchronization at a first device from a second device, the first device then becoming synchronized (Column 12, lines 60-62 & Column 13, lines 15-30) {Interpretation: The reference discloses the transceiver receives the alignment word and using the alignment words synchronizes itself}; transmitting data from a first device to a second device, the first device being synchronized, the first device having received from the second device a synchronization signal indicating that the second device is synchronized (Column 13, lines 31-37 & Column 1, lines 55-56) {Interpretation: The reference discloses the switch transmits an IDLE word to the transceiver once the switch is synchronized. The reference discloses once the devices are (re-) synchronized the process returns. The reference discloses receiving and transmitting data between the switch and transceiver}. However, the reference does not explicitly disclose transmitting data from the first device to the second device after re-synchronization. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention

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that once synchronization is accomplished the devices return to communicating data between each other."

Applicant points out that the transceiver (1st device) and switch (2nd device) of Mullaney cannot adequately read on the word devices as taught and claimed in applicant's invention, wherein; "the requesting synchronization from a first device to a second device when the first device does not have synchronization;

receiving a request for synchronization at a first device from a second device, the first device then becoming synchronized."

Mullaney teaches, as clearly depicted in Fig. 6, transceiver requests alignment from the switch as "Reset Words". The switch sends align words to the transceiver as a result of receiving the align request. The switch then detects that the transceiver is aligned and goes IDLE, sending an "IDLE word to the transceiver. Applicant argues that Mullaney, as in all of the other art presented by the Examiner fails to teach that both devices are capable of requesting and achieving sync from the other device via signals and data communication.

Applicant argues that the switch in Mullaney does not ever request sync from the transceiver, the switch is the sync controlling device for all of the transceivers in the art of Mullaney by sending alignment words to the transceiver until the transceiver adjusts to sync (col. 12, lines 33-50). Applicant argues that the switch of Mullaney does not request sync from a transceiver as the transceivers are always synced to word alignment required by the switch.

Applicant believes claim 17 is patentable as argued above. Claims 18-22 are patentable on their own merits, or at least as depended from a patentable claim.

Regarding claim 31, the Examiner admits that Mullaney fails to teach; " becoming unsynchronized at the first device in response to serially receiving a threshold number of bad control words from the serial lines connected to the second device, except for a single condition that all bad control words received in the threshold number are separated by a synchronized data packet. "The Examiner relies upon the art of Danielsons to teach the above limitation.

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Applicant argues a clear difference between the art of Danielsons' teaching and the limitations as recited in claim 31 is that in Danielsons there are no bad control words. Danielsons teaches television broadcast streams where a confidence counter constantly looks for words containing a sync byte (col. 7, lines 27-50) consecutive failures of sync bytes where expected in the stream indicate an out of sync state.

Applicant argues that Danielsons teaches detecting incremental sync words indicating the data stream is in sync. Applicant claims that the bad control words indicate being unsynchronized, except where the bad control words are separated by a synchronized data packet. The teachings of Danielsons cannot read on applicant's claim 31 because Danielsons fail to teach bad control words. Danielsons merely teaches maintaining sync by detecting incremental sync bytes in the normal data stream.

Applicant believes claim 31 is patentable as argued above. Dependent claims 32-36 are patentable on their own merits, or at least as depended upon a patentable claim.

Applicant points out that this is the fifth action where the Examiner brings new art which fails in a consistent manner. Obviously, there is no prior art available as evidenced by the Examiner's continuous attempts. It is therefore respectfully requested that this application be reconsidered and that this case be passed quickly to issue. If there are any time extensions needed beyond any extension specifically requested with this amendment, such extension of time is hereby requested. If there are any fees due beyond any fees paid with this amendment, authorization is given to deduct such fees from deposit account 50-0534.

Respectfully submitted
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